

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

BY-LAW NO. 22-2010

BEING a By-law to authorize an Automatic Aid Fire Agreement with the Town of South Bruce Peninsula.

WHEREAS Section 2. (6) of the Fire Protection and Prevention Act, Chapter 4, Statutes of Ontario, 1997 authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS the Councils of the Town of South Bruce Peninsula and the Township of Georgian Bluffs are desirous of entering into an Automatic Aid Fire Agreement to provide fire protection services to a portion of the Township of Georgian Bluffs in the northern area of the former Township of Keppel;

NOW THEREFORE the Council of the Corporation of the Township of Georgian Bluffs enacts as follows:


1. That an Automatic Aid Fire Agreement between the Town of South Bruce Peninsula and the Township of Georgian Bluffs to provide for fire protection services in a portion of the Township of Georgian Bluffs is authorized. Such agreement being attached hereto as Schedule "A" and which forms a part of this by-law.
2. That the Mayor and Clerk are authorized to sign the Automatic Aid Fire Agreement on behalf of the Council of the Corporation of the Township of Georgian Bluffs.
3. That By-law No. 13-2010 is resinded.
4. That this By-law shall come into full force and effect upon the final passing hereof.

Read a first and second time this 24th day of March, 2010.

Read a third time and finally passed this 24th day of March, 2010.



Mayor – Alan Barfoot



Clerk – Bruce Hoffman

This Agreement made this 1st day of April, 2010.

BETWEEN:

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

and

THE CORPORATION OF THE TOWNSHIP OF GEORGIAN BLUFFS

WHEREAS Section 2. (6) of the *Fire Protection and Prevention Act*, Chapter 4, Statutes of Ontario, 1997, authorizes a municipality to enter into automatic aid agreements with other municipalities to provide and/or receive fire protection services;

AND WHEREAS THE TOWN OF SOUTH BRUCE PENINSULA operates fire protection services and manages assets suitable to meet municipal responsibilities required by the *Fire Protection and Prevention Act*, through a fire department situated within **THE TOWN OF SOUTH BRUCE PENINSULA**;

AND WHEREAS THE TOWN OF SOUTH BRUCE PENINSULA is prepared to make available fire protection services to **THE TOWNSHIP OF GEORGIAN BLUFFS**, and **THE TOWNSHIP OF GEORGIAN BLUFFS** is agreeable and request **THE TOWN OF SOUTH BRUCE PENINSULA** to provide fire protection services to a defined area of the **TOWNSHIP OF GEORGIAN BLUFFS**;

1. In this Agreement, unless the context otherwise requires,
 - a) **“Designate”** means a person who, in the absence of the *fire chief*, has the same powers and authority as the *fire chief*,
 - b) **“Fire Area”** means and is limited to the area of The Township of Georgian Bluffs defined in Schedule “A” attached to and forming part of this Agreement.
 - c) **“Fire Chief”** means the Chief of the *fire department*,

- d) **“Fire Department”** means the Town of South Bruce Peninsula *Fire Department*,
 - e) **“Fire Protection Services”** means and is limited to the automatic aid activities defined in Schedule “B” attached to and forming part of this Agreement.
2. The Town of South Bruce Peninsula will supply fire protection services to all the properties and residents situated within the geographical area as shown in Schedule “A” subject to the limitations contained herein and in Schedule “B” to this Agreement. The parties agree that this does not include any fire services to White Cloud Island or Griffith Island except to the extent that automatic aid as may be needed shall be provided at the Big Bay Dock or other closest reasonable drop off point to assist with medical transport or similar assistance.
3. a) The fire apparatus and personnel of the Fire Department will respond in accordance with this Agreement to requests for fire protection services in the *fire area* in a like manner as if the response were in The Town of South Bruce Peninsula. The initial response shall be limited to one hour. If the occurrence is deemed by the Fire Chief or Designate to exceed more than one hour, the fire department shall summon the Inter Township Fire Department to respond to take over the occurrence. Upon the arrival of the Inter Township Fire Department personnel on the scene of the occurrence a determination will be made by the Inter Township Fire Department’s commanding officer and The Town of South Bruce Peninsula’s commanding officer, whether apparatus and personnel of the Fire Department are to remain at the scene of the occurrence. In the event it is determined that the Fire Department will remain at the scene of the occurrence they shall do so under the same financial considerations as provided in Schedule “C” attached.

- b) Should the Fire Chief or Designate require assistance, or believe assistance may be required, by way of additional personnel, apparatus, or equipment, to an occurrence in the fire area, such assistance may be summoned, but the Fire Chief or designate shall, wherever possible, make the first call for assistance to the Inter Township Fire Department.
- 4.
- a) The Fire Chief or Designate may refuse to supply responses if response personnel, apparatus and/or equipment are required in The Town of South Bruce Peninsula, or elsewhere under the provisions of the Bruce County Emergency Fire Service Plan and Program.
 - b) The Fire Chief or Designate may order the return of such personnel, apparatus and/or equipment that is responding to or is at the scene of an occurrence in the Fire Area. In such cases the Fire Chief or Designate may summon assistance in accordance with Section 3.b).
 - c) The decision of the Fire Chief or Designate pursuant to subsections 4 a) and b) above shall, in each case, be final, and not open to question by the Township of Georgian Bluffs. If any claims against the Town of South Bruce Peninsula result from the decision of the Fire Chief or Designate, the Township of Georgian Bluffs will indemnify and save harmless the Town of South Bruce Peninsula from the same provided the said decision of the Fire Chief or Designate was made in accordance with, and complies with, the provisions of subparagraphs (a) and (b) of this paragraph 4.
5. The Township of Georgian Bluffs shall, at all times while this Agreement is in effect, be solely responsible, to the extent required by law, for compliance with subsections 2(1)(a), and (2)(a) of the Fire Protection and Prevention Act, 1997, of Ontario. Without limiting the foregoing, the Township of Georgian Bluffs shall be solely responsible for notifying, in the manner and to the extent deemed necessary in law, residents and occupants of the Fire Area, of procedures for

reporting an emergency and of the services provided by the Fire Department. Should the parties agree that boundary changes to the Fire Area are required, notification to the affected residents and occupants of such changes including financial or otherwise shall be the sole responsibility of the Township of Georgian Bluffs. No changes to the Fire Area shall come into effect until approved by resolution of the Councils of each party.

6. The Township of Georgian Bluffs agrees to pay The Town of South Bruce Peninsula, payment in the manner and amounts provided in Schedule "C" for automatic aid services to the fire area. The annual retainer of \$12,000.00 referred to in Schedule "C" shall be payable in advance, commencing with the execution of this Agreement, and annually in advance thereafter. On the first day of the commencement of each year of the term herein, the annual retainer shall be increased in proportion to the increase in the Consumer Price Index as published by Statistics Canada for the immediately preceding calendar year and that retainer shall become the new base retainer. The Failure by the Township of Georgian Bluffs to pay the amounts required by this Agreement will entitle The Town of South Bruce Peninsula to terminate this Agreement
7. a) This Agreement shall remain in force until either party provides written notice of termination at least 180 days prior to the desired date of termination, subject to section 6 relating to the payment when due of the amounts owing to the Town of South Bruce Peninsula.
- b) This Agreement may be amended at any time by the mutual consent of the parties. The party desiring the amendment(s) shall give the other party a minimum of thirty (30) days written notice of the proposed amendment(s).
8. If at any time during the term of this Agreement, the Town of South Bruce Peninsula notifies the Township of Georgian Bluffs of an unsafe condition in the

Fire Area which would prevent the Fire Department from responding as required herein, or which would endanger unreasonably the firefighters or firefighting equipment of the Town of South Bruce Peninsula, the Fire Chief or Designate may notify the Township of Georgian Bluffs of the same, and the Township of Georgian Bluffs shall take all legal steps to correct the same. If the Township of Georgian Bluffs fails to comply with this paragraph, The Town of South Bruce Peninsula may refuse to respond to calls for assistance to the location of the unsafe condition. The decision of the Fire Chief or Designate in this regard is final, and will not be questioned by the Township of Georgian Bluffs. If any claims against the Town of South Bruce Peninsula result from the foregoing decision of the Fire Chief or Designate, the Township of Georgian Bluffs will indemnify and save harmless the Town of South Bruce Peninsula from all damages and costs relating to the same.

9. a) In the event of any dispute between the parties to this Agreement, with respect to any matter contained in this Agreement, including but not limited to the interpretation of this Agreement, the same shall be submitted to arbitration under the provisions of the *Municipal Arbitrations Act*, R.S.O. 1990, c.M.48, and the decision rendered in respect of such proceedings shall be final and binding upon the parties to this Agreement.
- b) If for any reason the said arbitration cannot be conducted pursuant to the provisions of the *Municipal Arbitrations Act*, then the parties hereto shall agree to the selection of a single Arbitrator, and in the absence of such agreement, such Arbitrator shall be appointed by a Judge of the Superior Court of Justice at Owen Sound pursuant to the provisions of the *Arbitrations Act*, S.O. 1991, c.17, or pursuant to any successor legislation with the cost of same paid equally by both parties acting reasonably.

10. Notwithstanding anything herein contained, no liability shall attach or accrue to The Town of South Bruce Peninsula for failing to supply The Township of Georgian Bluffs on any occasion, or occasions, any of the fire protection services provided for in this Agreement,
 - a) where the failure to provide the fire protection services arises as a result of the Fire Department being unable to respond or continue to respond due to being engaged elsewhere in accordance with their obligations to the residents of the Town of South Bruce Peninsula or the County of Bruce; and
 - b) where the failure to provide the fire protection services is due to an act of God, a strike, or a riot; and
 - c) where the failure to provide the fire protection service is due to a decision by the Fire Chief or Designate outlined in paragraph 8 hereof.

11. Each party to this Agreement agrees, each with the other, that it is solely responsible for its own actions, or its own inactions, in complying with any of the terms of this Agreement. Each party will take the necessary steps to inform its liability insurer of this Agreement, in order to ensure that its respective insurer will provide coverage to it for any liabilities arising from this Agreement for which it is found to be responsible.

12. In the event that any covenant, provision or term of this Agreement should at any time to be held by any competent tribunal void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severable from the remainder of this Agreement which shall remain in full force and effect *mutatis mutandis*.

13. Any notice required hereunder shall be delivered or mailed as follows, and shall be deemed received upon personal delivery, or five (5) days after mailing:

Town of South Bruce Peninsula
315 George Street, P. O. Box 310
Wiarton, Ontario
N0H 2T0

Att'n: CAO or Clerk

Township of Georgian Bluffs
177964 County Road 18
R. R. # 3
Owen Sound, Ontario
N4K 5N5

Att'n: CAO or Clerk

The parties hereto have set their hands and Corporate Seals as attested to by their duly authorized officers on their behalf this 1st day of April, 2010.

Corporation of the Town of South Bruce Peninsula



Mayor – Gwen Gilbert



Clerk – Rhonda Cook

Corporation of the Township of Georgian Bluffs

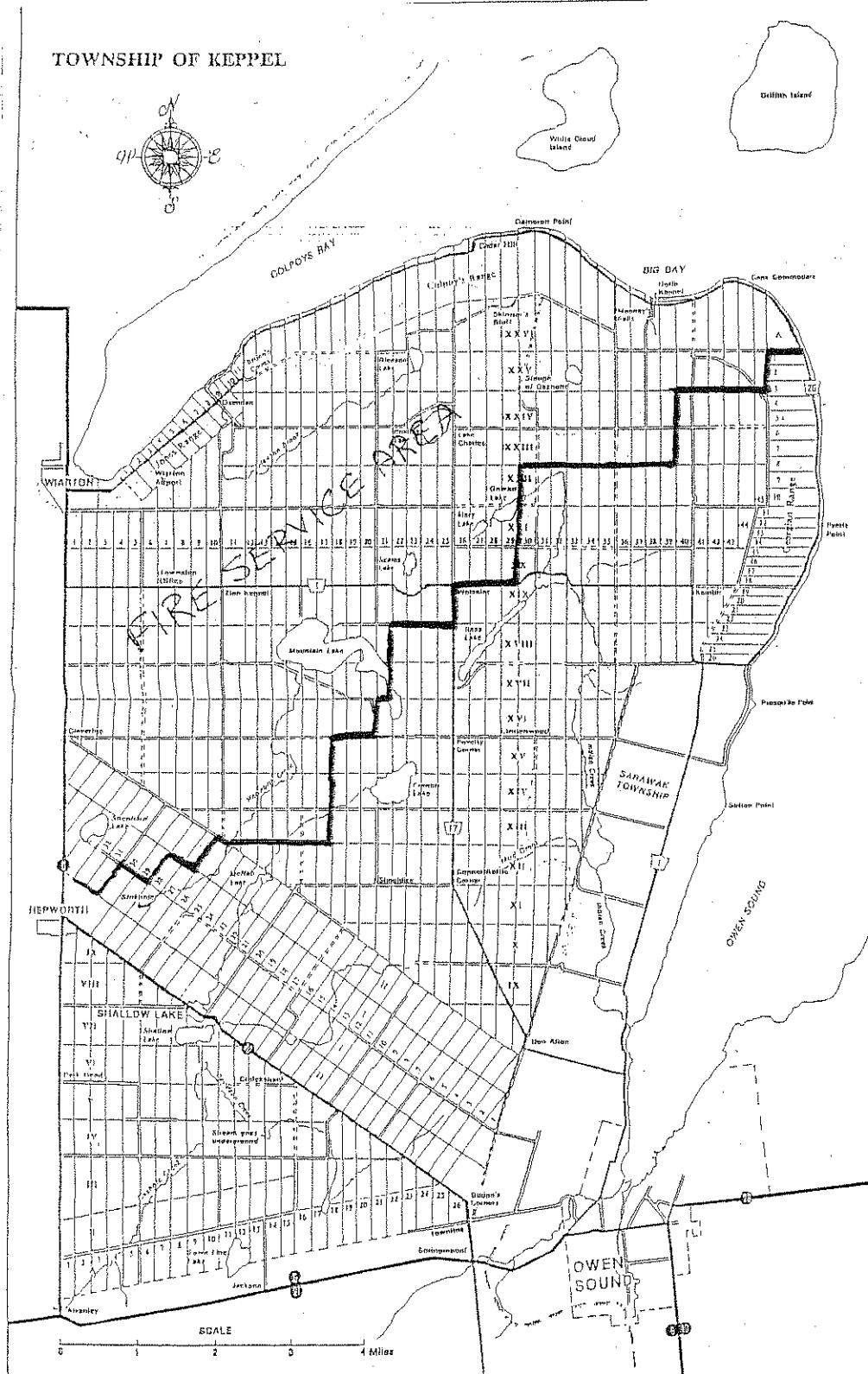


Mayor – Alan Barfoot



Clerk – Bruce Hoffman

Schedule "A"
Map showing Geographic Area subject to Automatic Aid



Schedule "B"

List of Fire Protection Services provided by the Fire Department:

- Fire Suppression
- Fire Rescue
- Fire Department Communications
- Motor Vehicle Collision
- Rescue/Extrication
- First Aid
- Defibrillation
- Hazardous Materials Response, (Awareness Level *only*)
- Shore Based Water Rescue

NOTE:

A. The provisions of the fire protection services is subject to the specific provisions in the Agreement between the parties.

B. Fire protection services to those properties accessed via private roads, private lanes or private driveways are subject to the following limitations:

1. *Emergency response to properties accessed via private roads, private laneways or private driveways may be limited by the condition of such road, lane or driveway. Response times may vary or be impossible due to the condition of the private road, private laneway or private driveway. The decision of the Fire Chief or designate as to the suitability of these access roads is in each case final.*
2. *Fire protection services will not be performed on islands.*

Schedule "C"
Fees for Automatic Aid Service

Annual Retainer	\$12,000.00
Fire Apparatus Usage	MTO Reimbursement Rate/Apparatus <u>as applicable in the current year</u> (includes 4 personnel)
Additional Personnel administration fee	The Towns hourly rate plus <u>25%</u>
Fire Chief (Administration Fee)	\$70.00 per occurrence

The foregoing is subject to the provisions of paragraph 6 of this Agreement.

Schedule "D"
Response Protocol

The following responses shall be reported to the Inter Township Fire Department as soon as practical:

- All reported Structure Fires
- All reported Water/Ice Rescue Calls
- All reported High Angle Rescue Calls
- Any other responses that in the opinion of the officer in charge may exceed one hour in duration.